IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3150 OF 2007
AND
WRIT PETITION NO. 5354 OF 2007.

Mahindra & Mahindra Ltd. (W.P.3150/07)
Mahindra & Mahindra Coop.
Hsg. Soc. Ltd. (W.P.No.5354/07)... .....Petitioners
V/s
Pandurang Govind Shelar & Ors..... .....Respondents.

Mr.Amit Bajpai i/by Mr.Ashwin Ankhad & Associates, Adv. For the petitioners.

Mr.Pratap Patil, Adv. For the respondent No.1.

Mr.S.P.Dalal i/by M/s.Dalal & Co. Adv. For respondent No.2.

CORAM: A.P.DESHPANDE, J.
22/10/07

PC:

The Maharashtra State Cooperative Appellate Court has passed an order in favour of the respondent No.1 in these petitions by dismissing the appeals preferred by the present petitioners, aggrieved whereby these writ petitions have been filed. The Cooperative Appellate Court has passed an order to put the present respondent No.1 in possession of plot No.19 together with construction thereon. During pendency of the writ petitions parties have entered into a settlement out of Court. Under the terms of settlement the present petitioners have undertaken to pay sum of Rs.20 lacs to respondent No.1 in whose favour the Courts below have passed an order. The amount is paid by cheque drawn on

HDFC Bank Limited dated 12.10.07 and the respondent No.1 accepts the said payment in full and final settlement of all his claims against the petitioners in both the petitions. The cheque has been handed over in the Court to respondent No.1 and he acknowledges receipt thereof. Consent terms are placed on record and a joint request is made by learned advocates for respective parties for disposal of writ petitions in consent terms. Consent terms tendered are taken on record and marked `X' for identification. Respondent No.1 is present in Court and he admits receipt of cheque for Rs.20 lacs in full and final settlement of all his claims towards the suit property. Hence writ petitions are disposed in consent terms marked `X' for identification.

22.10.07